



Order under Section 69 Residential Tenancies Act, 2006

Citation: LAS BRISAS APARTMENTS v BONNIE, 2026 ONLTB 18243

Date: 2026-03-02

File Number: LTB-L-103102-25

In the matter of: 605, 20 CARABOB COURT
SCARBOROUGH ON M1T3N1

Between: LAS BRISAS APARTMENTS Landlord

And

CLUDETTE BONNIE Tenant

LAS BRISAS APARTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict CLUDETTE BONNIE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord's Legal Representative Sean Beard and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,151.06. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.72. This amount is calculated as follows: \$2,151.06 x 12, divided by 365 days.
5. The Tenant has paid \$2,148.00 to the Landlord since the application was filed.
6. The Landlord asserts rent arrears owing to February 28, 2026 are \$5,573.40.
7. The Tenant disputes the amount of arrears owing believing she only owes rent arrears for January and February, 2026.

8. The Landlord relied upon an up to date ledger showing the period of the alleged arrears and all payments received by the Landlord indicating the rental arrears to be \$5,573.40 to February 28, 2026.
9. The Tenant has an evidentiary burden of proof to show the arrears they believe are owing. Only the Tenant can prove a payment as a positive fact and the Tenant had no documentation in support of her claim. As such, I am satisfied the arrears owing to February 28, 2025 are \$5,573.40.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,098.61 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$58.50 is owing to the Tenant for the period from January 1, 2025 to February 19, 2026.
13. The Tenant is a senior and has resided in the rental unit for the past five years. She wishes to remain in the rental unit if possible and proposed a repayment plan of \$600.00 monthly on the 20th day of each month towards arrears in addition to paying her monthly rent in full and on time as it comes due and payable on the 1st of each month.
14. The Landlord seeks an order terminating the tenancy as soon as possible as they believe the tenancy is no longer viable.
15. Based on the Tenant's monthly income of \$2,400.00 after paying her monthly rent of \$2,151.06 she would have a balance of \$248.94. The Tenant's repayment plan is not viable as if she made the additional \$600.00 payment as proposed she would be in a deficit before any other monthly expenses were covered. Although she indicated that her son would help her out she did not indicate how much he would contribute, nor did her son attend the hearing to provide testimony regarding what assistance if any he would provide. Additionally had the Tenant's son attended the hearing he is not a Tenant and would not be bound by any order issued.
16. The Tenant is a senior and having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act. This will provide the Tenant an opportunity to seek out the assistance of her son and potentially maintain the tenancy. Although not ideal for the Landlord, the Landlord holds a last month's rent deposit which can help mitigate any potential prejudice the delayed eviction may cause.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,910.46 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,794.91. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$70.72 per day for the use of the unit starting February 20, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 1, 2026.

March 2, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$9,872.46
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,148.00
Total the Tenant must pay to continue the tenancy	\$7,910.46

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$6,914.02
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,148.00
Less the amount of the last month's rent deposit	- \$2,098.61
Less the amount of the interest on the last month's rent deposit	- \$58.50
Total amount owing to the Landlord	\$2,794.91
Plus daily compensation owing for each day of occupation starting February 20, 2026	\$70.72 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	